

REGULAR COUNCIL MEETING

March 14, 2016

MINUTES

MEMBERS PRESENT: RONNIE DIXON, RAYMOND TURNER, CECIL THOMPSON, KAILEY DEES, LISA CHESSER, AND EDDIE TYSON

NON-MEMBERS PRESENT: BILL TORRANCE – CITY MANAGER, BILL BEDINGFIELD, FINANCE DIRECTOR/CITY CLERK, MELISSA MOORE - ADMIN ASSISTANT, REID THRELKELD – CITY ATTORNEY, FRANK WAITS –VPD, ZACK FOWLER- VIDALIA COMMUNICATION, JEFF WEST – ESG, ROBBIE AKINS – ESG, BRIAN SIKES – FIRE CHIEF

MAYOR DIXON BROUGHT THE MEETING TO ORDER AT 6:00p.m.

THE INVOCATION WAS GIVEN BY: REV. H. W. Miller

PUBLIC COMMENTS: - Sandra Kea thanked the Council for the new crossing signs that have been placed on Church Street.

DVA: - Paula brought the Council up to date on activities of the DVA. She went over the 2015 Main Street Report with the Council. She also requested that the Fall Festival – Halloween event be held on Monday October 31, 2016. A motion was made by Councilwoman Chesser to approve the request. The motion was seconded by Councilman Thompson. The vote was unanimous.

VACVB – Alexa Britton gave an update of the activities of the Convention and Visitors Bureau. She reported that her Committee had hired the firm of Rhyme & Reason to help rebrand the PAL Theatre, and would more likely retain them to help with the rebranding of the new Tourism Authority. Mayor Dixon reported that the bill to establish the Vidalia Tourism Authority had moved from the house to the senate and would be passed soon.

ONION FESTIVAL – Dustin Booth brought the Council up to date on activities of the Onion Festival Committee. He reported that he was working with the Police Chief on the needed officers for the event. He also requested that the Council approve Karen Samples as a new board member. Councilwoman Chesser made a motion to approve the appointment. The motion was seconded by Councilman Tyson. The vote was unanimous.

TOOMBS MONTGOMERY CHAMBER OF COMMERCE – Bill Mitchell brought the Council up to date on activities of the Chamber. He informed the Council of several

FINANCIAL REPORT - BILL BEDINGFIELD - Mr. Bedingfield gave the financial report for the month of February. A motion was made by Councilwoman Chesser to approve the report. The motion was seconded by Councilman Tyson. The vote was unanimous.

APPROVAL OF MINUTES -A motion was made by Councilwoman Dees to approve the minutes from the February 8, 2016 meeting, and the February 19, 2016 meeting. Councilwoman Chesser seconded the motion. The vote was unanimous.

AGENDA

1. **Community Center Committee Meeting** – Mr. Torrance presented the minutes of the Committee meeting held on February 19, 2016. (See Attached) The resulting new application for use of the Community Center will address the use of the new sound system being installed. This is for information only and does not require a vote by the Council.
2. **Alcohol Permits for the Onion Festival** – Alexa Britton has applied for two one day permits for alcohol on April 22nd and April 23rd. The application is complete and has been signed by the required department heads. A motion was made by Councilman Tyson to approve the applications.

The motion was seconded by Councilman Turner. The vote was unanimous. Councilman Thompson abstained for business reasons.

3. **Fire Works Contract for July 4th** – Mr. Torrance presented a copy of the Fire Works contract that Tourism has entered into for the July 4th Celebration at the City Park Stage. A motion was made by Councilwoman Chesser to approve the contract. The motion was seconded by Councilman Tyson. The vote was unanimous.
4. **Resolution GMA 401 (a) DC Plan** – Mr. Torrance presented a resolution that is required for the City to continue to participate in the GMA plan. He explained that he is the only employee in the plan and that the City may wish to discontinue it after his retirement in December. A motion was made by Councilman Tyson to approve the resolution. The motion was seconded by Councilman Turner. The vote was unanimous.
5. **Meadows Lane Cross Drain Replacement**- Mr. Torrance explained that the cross drain on Meadows Lane had collapsed and was causing the road bed to give way. The replacement of the cross drain and street repair is \$56,046.23, and includes building two concrete head walls. This would be funded from the SPLOST Streets line item. A motion was made by Councilwoman Dees to approve the repair. The motion was seconded by Councilman Thompson. The vote was unanimous.

CITY MANAGERS REPORT –

Mr. Torrance presented the bid to tear down and rebuild the press box on field #5 at the Ed Smith Complex. The additional cost would be \$14,796.00 and would be a change order for the current contract with MMI Construction. A motion was made by Councilwoman Dees to approve the change order. The motion was seconded by Councilman Thompson. The vote was unanimous.

Mr. Torrance presented a request to upgrade the feeder wire to the new concession stand at the Ed Smith Complex. It was thought that the old wiring there would have been sufficient, but after further review it was deemed not up to the necessary requirements for the new building. The bid is from Rhodes Electric and is for \$4200.00. The funds would come from the contingency line item in the project. A motion was made by Councilman Turner to approve the request. The motion was seconded by Councilman Tyson. The vote was unanimous.

Mr. Torrance presented a request to spend \$8395.86 for the equipment that will be necessary for the new concession building at the Ed Smith Complex. These funds would also come from the contingency line item. We are at the stage where we need to order this equipment for the building. A motion was made by Councilwoman Chesser to approve the request. The motion was seconded by Councilwoman Dees. The vote was unanimous.

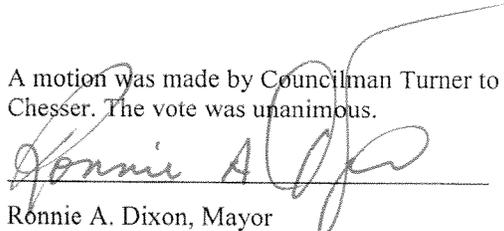
Mr. Torrance presented a request to the Council to have the new emergency sirens placed under a maintenance program. The annual cost would be \$3200.00, and would provide two inspections a year. This bid is from D.P. Joyner Electric from Garden City. All parts that might be required would be extra. The system is five years old and most likely will require battery replacements. The cost of the two batteries per siren is \$2500.00. The cost to add the software under a maintenance plan would be an additional \$995.00 annually, and the bid is from CentrAlert of Lexington KY. Mr. Bedingfield reported that he had moved \$7800.00 from the equipment line item, that was not spent on the City Hall software conversion, to the new SPLOST call, and that this could be used to fund this year's maintenance and batteries. The maintenance then could be factored into the 2017 General Fund budget. A motion was made by Councilman Turner to approve the request as presented. The motion was seconded by Councilman Tyson. The vote was unanimous.

Mr. Torrance presented a request to repair the fencing at the Gaynell Davis Park on 6th Street. The bid from Central Fencing is \$4375.00, and would come from the Recreation SPLOST line item. A motion was made

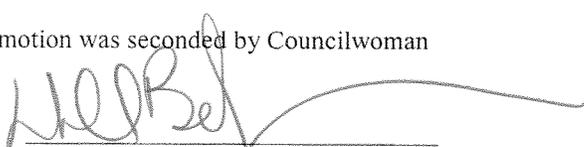
by Councilwoman Chesser to approve the request. The motion was seconded by Councilman Tyson. The vote was unanimous.

Mr. Torrance also presented an amendment to the City Ordinance changing the investigative fee charged by the City from \$50 to \$100. The fee had been changed some years ago but was overlooked in Section 4-16 (a) in the code of ordinances. Councilwoman Chesser made a motion to approve the request. The motion was seconded by Councilman Turner. The vote was unanimous.

A motion was made by Councilman Turner to adjourn. The motion was seconded by Councilwoman Chesser. The vote was unanimous.



Ronnie A. Dixon, Mayor



William E Bedingfield, City Clerk

COMMUNITY CENTER MEETING

February 19, 2016

10:30 A.M.

PRESENT: Kailey Dees, Cecil Thompson and Eddie Tyson Non-Members present, Bill Torrance, Nick Overstreet, Bill Bedingfield and Melissa Moore

AGENDA

1. Community Center Sound System – Mr. Overstreet presented a copy of the Community Center rental agreement with a new attachment addressing the new sound system. (See Attached) He is requesting that the Committee approve the addition of the \$100.00 deposit for using the electronic equipment, and the signing of the attached additional form included with the application. After some discussion, about the overall fee structure, the Committee is in agreement to approve the new contract. This does not require a vote from the Council.

Being no further business Councilwoman Dees adjourned the meeting.

VIDALIA COMMUNITY CENTER
HOUSE RULES

1. The rental agreement is between the City of Vidalia and the designated renter who is responsible for compliance with all rules and regulations governing use. **(Note : This agreement does not authorize use of the Senior Citizens Section of the Building)**
2. Premises shall be utilized for approved purpose outlined on lease application and lease agreement and no other.
3. The Vidalia Community Center is a **NON-SMOKING FACILITY**.
4. Lessee is responsible for actions of all parties affiliated with the approved event. Lessee is responsible to inform contractors of all rules.
5. **NO OPEN FLAMES (including candles) are allowed inside the building (except sterno for warming food). If you do not adhere to this, it will automatically result in the loss of your deposit and possible disruption of your event.**
6. Food, garbage and used decorations must be placed in dumpster.
7. Organizations/persons hosting youth activities (under 21) must properly supervise those activities to ensure compliance with all terms and conditions of the Lease Agreement. **Alcoholic beverages are not to be served to anyone at a youth event.**
8. **NOTHING WHATSOEVER IS TO BE ATTACHED TO WALLS.**
9. **ALL ALCOHOLIC BEVERAGES SET UPS MUST BE IN DESIGNATED AREAS. THE BEVERAGES CANNOT BE SET UP ON THE CARPET. FAILURE TO DO SO WILL RESULT IN FORFEIT OF DAMAGE DEPOSIT AND POSSIBLE DISRUPTION OF YOUR EVENT. SEE DEPOSIT BELOW AND INITIAL.**
10. **ABSOLUTELY NO MATERIAL SUCH AS GLITTER, HAY, STRAW, ECT. IS ALLOWED TO BE USED IN THE BUILDING.**

Zone 1	All of Building	\$1,500.00	Received	_____	Date	_____
Zone 2	New DBL Rooms	\$1,250.00	Received	_____	Date	_____
Zone 3	Original Room	\$450.00	Received	_____	Date	_____
Zone 4	1/2 New Room	\$625.00	Received	_____	Date	_____
Deposit	Zone 1	\$750.00	Received	_____	Date	_____
Deposit	With Alcohol	\$1,000.00	Received	_____	Date	_____
Deposit	Zone 2	\$500.00	Received	_____	Date	_____
Deposit	With Alcohol	\$750.00	Received	_____	Date	_____
Deposit	Zone 3	\$350.00	Received	_____	Date	_____
Deposit	Zone 4	\$500.00	Received	_____	Date	_____
Deposit	With Alcohol	\$750.00	Received	_____	Date	_____
One Day Prior to Event	1/2 Price		Received	_____	Date	_____

11. Special Conditions:

In addition to the fees being charged for rental certain other fees may apply:
Large functions could require security. This will be charged at \$25.00 per hour. This will be determined by review staff at the time application is made.

Security required yes ___ No ___ Initial ___ FEE _____

Set up and Take down is included in rental. Lessee is responsible for the building being turned in to the city in the same condition as it was received.

12. Request for discounted rental fee:

Discounted rental fees can be requested by qualified 501 (C) 3 organizations only, (Copy must be attached) and funds raised must be used locally. Must provide detailed overview of how funds are used. Only one request per year allowed.

The Setup and clean up fees cannot be waived.

The request and amount waived must be approved by the City Manager.

Discount Request: Approved _____ Denied _____ Discount \$ _____

My signature indicates that I understand the rules governing use of the Vidalia Community Center and I agree to abide by them as well as all conditions in the Lease Agreement.

LESSEE;

NAME: _____

DATE: _____

CONTACT PHONE: _____

Failure to return the key will result in the loss of deposit plus additional charges to cover the replacement costs. Minimum of \$350.00

Lessee Signature

Special Conditions and Comments: _____

LESSEE

LESSOR REPRESENTATIVE

Vidalia Community Center Sound Equipment Agreement
107 Old Airport Road, Vidalia, GA

Agreement for use of Sound Equipment at the Vidalia Community Center

The Lessee shall quit and surrender the sound equipment in the same condition as it was in at the commencement of this agreement, reasonable wear thereof accepted. Lessee also agrees that if the sound equipment or furnishings thereon, are damaged during the term of this agreement, by the act, default, or negligence of lessee, or its officers, agents, employees, guests, patrons or any person or person's admitted to said premises by said lessee, the lessee shall pay to the lessor, City of Vidalia, upon demand such sum (includes deposit for sound equipment and building plus any additional costs) as shall be necessary to restore said sound equipment to the condition it was in at the commencement of this agreement. Lessee is also hereby required to pay a refundable deposit of \$100.00 to access the sound equipment, which will be returned upon completed inspection of the premises.

I, the lessee, will not be utilizing the sound equipment for the event. However, if during the duration of the event the sound equipment is tampered with in any way I understand I will be held responsible for any potential costs associated with repairing the sound equipment.

Lessee Signature _____

I, the lessee will be utilizing the sound equipment for the event. I have read, understand, and agree to the terms and conditions of the sound equipment agreement.

Lessee Signature _____

Lessor Signature _____

AMENDMENT TO CITY ORDINANCE

At the regular meeting of the City Council of the City of Vidalia on March 14, 2016, upon motion by Councilman Wanda Chessey, with a second by Councilman Tuenez, there was unanimous vote as follows:

“That Section 4-16 (a) of the Code of Ordinances, City of Vidalia, Georgia, be and is hereby amended, by changing the amount of the investigative fee from fifty (\$50.00) to one hundred dollars (\$100.00), in the second and third sentences in the paragraph.”

It is the intention of the governing body, and it is hereby ordained, that the provisions of this ordinance shall become and be made part of the code of Ordinances, City of Vidalia, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

Approved this 14th day of March, 2016.

Ronnie A. Ofo
Mayor

Attest: Willie Bell
City Clerk

RESOLUTION

WHEREAS, the City of Vidalia, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering matching and/or non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2012 ("Plan");

WHEREAS, the Participating Employer wishes to participate or continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the Mayor and Council of the City of Vidalia ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan.

(b) The Participating Employer acknowledges that it may not be able to rely on the volume submitter letter if it makes certain elections under the Adoption Agreement or the Addendum.

Section 4. The Participating Employer hereby authorizes Ice Miller LLP, Legal Counsel, the volume submitter practitioner who sponsors the Plan on behalf of GMA, to amend the Plan on its behalf as provided under Revenue Procedure 2007-44 and Revenue Procedure 2011-49. The Participating Employer understands that the implementing amendment reads as follows:

With the approval of the Trustees, the Practitioner shall amend the Plan on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to this restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers.

Notwithstanding the foregoing paragraph, the Practitioner shall no longer have the authority to amend the Plan on behalf of any Participating Employer as of either:

- the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2011-49; or
- as of the date of the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. In any event, any amendment made by the Practitioner is subject to the approval of the Trustees.

GMA will maintain or have maintained on behalf of the Practitioner, a record of the Participating Employers, and GMA on behalf of the Practitioner will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this Section shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

The Participating Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

- (i) A resolution must be adopted terminating its participation in the Plan.
- (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have state statutory authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on March 14, 2016 n accordance with applicable law.

By: [Signature]
Signature

Ronnie Dixon Mayor
Name and Title

Attest: [Signature]

Date: 3/15/16

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

